

A RESOLUTION

BY TRANSPORTATION COMMITTEE

03- R -1671

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBLEASE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (THE "FAA") COVERING THE SUBLEASING TO THE FAA OF APPROXIMATELY 12,390 RENTABLE SQUARE FEET OF OFFICE SPACE LOCATED IN BUILDING 200 AT 200 TRADEPORT BOULEVARD, CLAYTON COUNTY, GEORGIA AND LEASED TO THE CITY OF ATLANTA BY FIRST AMERICAN TRUST; AND FOR OTHER PURPOSES

WHEREAS, the City of Atlanta (the "City") and the Federal Aviation Administration (the "FAA") are parties to the Lease for the Air Traffic Control Tower (the "ATCT") site (the "ATCT Site") at the Hartsfield Atlanta International Airport (the "ATCT Lease"); and

WHEREAS, the City has undertaken the design and construction of a new East International Terminal (the "EIT") and related aircraft ramp, entrance roadway, and vehicle parking facilities, which project ultimately requires the relinquishment by the FAA to the City of all of the ATCT Site, upon completion and dedication of a new ATCT to replace the existing ATCT, which relinquishment will occur in phases; and

WHEREAS, at this time, the City and the FAA desire and intend to amend the ATCT Lease and memorialize the relinquishment of a portion of the ATCT Site needed for enabling the EIT project. That deletion will be accomplished under a companion legislation covering a Supplemental Agreement with the FAA and is contingent upon the execution of the Sublease Agreement contemplated hereunder; and

WHEREAS, the portion of the ATCT Site to be relinquished under the Supplemental Agreement contains an FAA facility known as the "System Maintenance Office" or "SMO" (formerly known as the "FAA Field Sector Office"), the taking of which and damages caused to the FAA must be mitigated and cured by the City by the provision of a facility with comparable capabilities for the remaining lease term of the supplemented ATCT Lease; and

WHEREAS, the City intends to lease approximately 12,390 rentable square feet located in Building 200, at 200 Tradeport Boulevard, Clayton County, Georgia (the "Tradeport Building"), for the relocation of the SMO and occupancy thereof by the FAA. That leasing will be accomplished under a companion legislation covering the Tradeport Lease with First American Trust and is contingent upon the execution of the Sublease Agreement contemplated hereunder; and

WHEREAS, the City, as Lessee under the Tradeport Lease, and the FAA, as Sublessee, desire and intend to enter into a Sublease Agreement, covering the use and occupancy of the Tradeport Building by the FAA as a replacement for the SMO (the "Tradeport Sublease"). The execution of the Tradeport Sublease is contingent upon the execution of the Supplemental Agreement and the Tradeport Lease; and the sublease will be accomplished under this and a companion legislation covering a Reimbursable Agreement with the FAA; and

WHEREAS, all of the foregoing actions and agreements are co-dependant and require the approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute, on behalf of the City of Atlanta, a Sublease Agreement between the Federal Aviation Administration, as Sublessee, and the City of Atlanta, as Lessee, which shall contain substantially the following terms, conditions and provisions:

1. A term effective as of November 1, 2003 and ending September 30, 2004, subject to annual renewals by the FAA, not to extend beyond September 30, 2023; and subject to annual appropriations;
2. Rental shall include the base rent, taxes, insurance, CAM, maintenance of systems and general maintenance of office areas;
3. Rental under the Sublease Agreement shall be at the rate of \$87,277.00 per annum, payable in arrears at the end of each month for the period commencing November 1, 2003 and ending September 30, 2012. Commencing October 1, 2012 and ending September 30, 2023 there shall be no Rental due under the Sublease Agreement;
4. The FAA, under the Sublease Agreement, shall be responsible for the cost of utilities and janitorial expenses;
5. Such other terms, conditions and provisions as may be required by FAA, the City and the Landlord, or as are customarily included in similar commercial agreements.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Sublease Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED that said Sublease Agreement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the same has been signed by the Mayor and delivered to the FAA.